



washingtonriver
protection solutions

PO Box 850
Richland, WA 99352

WRPS-1101133 R1

Ms. S. E. Bechtol, Contracting Officer
U.S. Department of Energy
Office of River Protection
Post Office Box 450
Richland, Washington 99352-0450

Dear Ms. Bechtol:

CONTRACT NUMBER DE-AC27-08RV14800 – WASHINGTON RIVER PROTECTION
SOLUTIONS LLC TRANSMITTAL OF SPECIAL FINANCIAL INSTITUTION ACCOUNT
AGREEMENT WITH SIGNATURES

Reference: Letter, S. E. Bechtol, ORP, to A. B. Dunning, WRPS, "Contract No.
DE-AC27-08RV14800 – Transmittal of Special Financial Institution Account
Agreement and Request for Signatures," 11-AMD-060/1101133, dated
March 7, 2011.

Washington River Protection Solutions LLC (WRPS) herein submits our signed special financial
institute account agreement (Enclosure) for incorporation into the Washington River Protection
Solutions LLC's contract as requested in the above reference.

You may contact me at 376-0801, or your staff may contact Ms. S. O. Husa at 372-9676, with any
questions regarding this matter.

Sincerely,

(Signature Attached)

A. B. Dunning
Contracts Manager

SOH:LDG

Enclosure: Special Financial Institution Account Agreement for Use with the Payments Cleared
Financing Arrangement (4 pages)

cc: ORP Correspondence Control

S. L. Charboneau, ORP
D. Etheridge, ORP
T. W. Fletcher, ORP
S. C. Johnson, ORP

WRPS Correspondence Control

J. C. Allen-Floyd, WRPS
C. Burrows, WRPS
L. D. Garcia, WRPS
R. L. Garrett, WRPS
R. E. Gregory, WRPS
S. O. Husa, WRPS
T. M. Jennings, WRPS
G. J. Johnson, WRPS
M. A. Lindholm, WRPS
T. R. Reynolds, WRPS
K. J. Rueter, WRPS
D. J. Sansotta, WRPS
J. M. Shelt, WRPS
R. J. Skwarek, WRPS
C. G. Spencer, WRPS
S. M. Sax, WRPS
B. R. Thomas, WRPS

ATTACHMENT J.9

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT
FOR USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT

Agreement, effective the 1st day of July, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and Washington River Protection Solutions LLC (WRPS) as a limited liability company existing under the laws of the State of Delaware, and U.S. Bank, a financial institution corporation existing under the laws of the State of Washington located at Richland, Washington.

I. RECITALS

1. On the effective date of May 29, 2008, DOE and WRPS entered into Agreement No. DE-RP27-07RV14800, followed by a supplemental agreement thereto, i.e. Contract No. DE-AC27-08RV14800, providing for the transfer of Government funds on a payments-cleared basis.
2. DOE requires that amounts transferred to WRPS there under be deposited in a special demand deposit account(s) at a financial institution covered by the Department of the Treasury – approved Government deposit insurance organizations that are identified in TFM 6-9000. These special demand deposits must be kept separate from WRPS's general or other funds, and the parties are agreeable to so depositing said amounts with US Bank.
3. The special deposit account(s) shall be designated "Washington River Protection Solutions LLC (WRPS) Account."

II. COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

1. The DOE shall have a title to the credit balance in said account(s) to secure the repayment of all funds transferred to WRPS, and said title shall be superior to any lien, title, or claim of US Bank or others with respect to such accounts.
2. US Bank shall be bound by the provisions of said Contract between DOE and WRPS relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but US Bank shall not be responsible for the application of funds properly withdrawn from said Account(s).

After receipt by US Bank of written directions from the DOE Contracting Officer, or from the duly authorized representative of the DOE Contracting Officer, US Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by US Bank from DOE upon DOE stationery and purporting to be signed by, or signed at the written direction of DOE may, insofar as the rights, duties, and liabilities of US Bank are concerned, shall be considered as having been properly issued and filed with US Bank by DOE.

3. DOE, WRPS, or authorized representatives, shall have access to financial records maintained by US Bank with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by US Bank for a period of six (6) years after the final payment under the Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account(s), US Bank shall promptly notify DOE.
5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith there under by WRPS to US Bank for the benefit of the special demand deposit account(s). US Bank agrees to honor upon presentation for payment all payments issued by WRPS and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

US Bank agrees to service the account in this manner based on the requirements and specifications contained in Contract No. DE-AC05-76RL01830, Attachment 1 "Schedule of Financial Institution Processing Charges". US Bank agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in US Bank's proposal dated March 16, 2006, will remain constant during the term of this Agreement. US Bank shall calculate the monthly fees based on services rendered and invoice WRPS. WRPS shall issue a check or automated clearing house authorization transfer to US Bank in payment thereof.

6. US Bank shall post collateral, acceptable in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Department of the Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1st day of July 2011, and ending on the 30th day of June, 2016, unless earlier terminated as provided in this Agreement.
8. DOE and/or WRPS may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or WRPS may terminate this Agreement at any time upon 30 days written notice to US Bank if DOE or WRPS, or both parties, find that US Bank has failed to substantially perform its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract referenced in Recital 1 between DOE and WRPS is not renewed or is terminated, this Agreement between DOE, WRPS, and US Bank shall be terminated automatically upon the delivery of written notice to US Bank.
11. In the event of termination, US Bank agrees to retain WRPS's special demand deposit account(s) for an additional 90-day period to clear outstanding payment items.

This agreement shall continue in effect for the 90-day additional period, with the exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by US Bank that are not inconsistent with this 90-day additional term shall remain in effect for this period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR US DEPARTMENT OF ENERGY

Signature: Susan E Bechtol
Name: Susan E. Bechtol
Title: Contracting Officer
Date: 03/22/2011

FOR WRPS

Signature: Brian R Thomas
Name: Brian R. Thomas
Title: Vice President, Finance and Administration
Date: 03/08/11

FOR US BANK N.A.

Signature: Gail Heinselman
Name: Gail Heinselman
Title: Vice President, Government Services
Date: 1/24/2011

NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Gloria J. Johnson, certify that I am the Secretary & General Counsel of the limited liability company named herein; that Brian R. Thomas, who signed this Agreement on behalf of WRPS, was then Vice President, Finance and Administration of said company; and that said Agreement was duly signed for and in behalf of said company by authority of its governing body and is within the scope of its corporate powers.

Gloria J. Johnson
(Corporate Seal) (Signature)

